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Will
of
Samuel A. Way.

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The Gift of
Hon. William A. Richardson
of Cambridge.
(H. C. 1843.)
12 Sept. 1872.

Mr Sibley.

Please accept this as
a substitute for an unbound
one which I sent some time
ago.

M. A R

WILL

OF

SAMUEL A. WAY.

WILLIAM A. RICHARDSON,
ASA P. POTTER,
CHARLES G. WAY,
ELLIS W. MORTON,
Executors and Trustees.

BOSTON:
WRIGHT & POTTER, PRINTERS, 79 MILK STREET
(CORNER OF FEDERAL).
1872.

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US13643.12

1872. Sept. 12.
Gift of

Hon. Wm. A. Richardson,
of Cambridge.

(H.U. 1843.)

Will of Samuel A. Way.

Know all men by these presents, That I, SAMUEL A. WAY, of Boston, in the County of Suffolk and Commonwealth of Massachusetts, being of sound and disposing mind and memory, do make and publish this my last will and testament, hereby revoking all former wills and codicils by me at any time heretofore made.

I appoint Charles G. Way [*John Goldsbury, Henry D. Hyde*], Asa P. Potter and Ellis W. Morton to be trustees of this my Will.

William A. Richardson substituted. See codicil 6, clause 5; and codicil 7, clause 10.

First. I bequeath to my dear wife, Sarah Ann Way, the use and enjoyment, during her life, of all the household furniture, plate, jewelry, books, horses, harnesses, carriages and stable furniture which may belong to me at my decease; and I bequeath the same, excepting the jewelry, after her decease, to my son, Charles G. Way, during his life; and upon his decease, then to any wife of my said son who shall survive him, during the life of

any child of my said son, and while she shall be in occupation of my real estate on the corner of Mount Vernon Street and Beacon-hill Place under the provisions of this will hereinafter made; [*and upon the decease of such wife of my said son, or upon the decease of my said son, if he shall leave no wife, then to the children of my said son absolutely.*]

See codicil 7, clause 3.

I direct that my wife shall not be held to an overstrict account as to the goods herein bequeathed to her, and that she may make exchanges of the same.

The jewelry herein mentioned, upon the decease of my wife, shall be sold by the said trustees, and the proceeds held upon the charitable trust hereinafter created.

Second. I devise my real estate situate on the corner of Mount Vernon Street and Beacon-hill Place, so called, in said Boston, consisting of about 4,250 feet of land, with improvements thereon, being the same estate conveyed to me by Sereno D. Nickerson by his deed dated the 10th day of August, A. D. 1867, together with the use and enjoyment of so much of the land of my contiguous estate on the corner of Bowdoin Street and said Beacon-hill Place as may be within fifty (50) feet of the adjoining estate, late of John H. Pear-

Taxes, insurance and repairs to be paid by Trustees. Codicil 5, clause 3; and codicil 7, clause 4.

son, to the sole and separate use of my wife, SARAH ANN WAY, for her life; and I devise the same, upon the decease of my said wife, unto my said son, CHARLES G. WAY, for his life, and upon my said son's decease, in case he shall leave a lawful child or children, then to the sole and separate use of any wife of my said son who shall survive him, for such time as any such child or children shall live: provided, that such wife of my said son shall occupy the said estate and premises as her residence; and her estate therein shall cease and be determined when such occupancy shall cease.

With an annuity of $6,000 per annum. Codicil 7, clause 2.

[*And upon the decease of such wife of my said son, or upon the decease of my said son if he shall leave no wife, then I devise the same, excepting therefrom so much of the land of each of the said estates, to wit, the said estate on the corner of Mount Vernon Street and Beacon-hill Place and the said estate on the corner of Bowdoin Street and Beacon-hill Place, as may be within fifty (50) feet of the adjoining estate, late of John H. Pearson aforesaid, to the use of Charles G. Way, John Goldsbury, Henry D. Hyde, Asa P. Potter and Ellis W. Morton, their executors, administrators, heirs and assigns, upon trust, to convey the same in fee in equal shares to the lawful children of my said son, provided there shall be two or more such chil-*

Revoked. See codicil 7, clause 3.

dren, or to sell and dispose of the said real estate, in their discretion, and distribute the proceeds equally among said children, provided there shall be two or more such children. If there shall be but one such child, then one-half only of the fee of said estate shall be conveyed to such child, or one-half the proceeds given to such child in case of the sale or disposal of the said estate by said trustees.]

I devise, upon the decease of my said wife and of my said son and of any surviving wife of my said son, or upon the determination of such surviving wife's occupancy of the said estate on the corner of Mount Vernon Street and Beacon-hill Place, so much of the land of my said real estate situate on the corner of Mount Vernon Street and Beacon-hill Place and so much of the land of my contiguous estate situate on the corner of Bowdoin Street and Beacon-hill Place as may be within fifty (50) feet of the adjoining estate, late of John H. Pearson, to the use of the said CHARLES G. WAY [*John Goldsbury, Henry D. Hyde*], ASA P. POTTER and ELLIS W. MORTON, their executors, administrators, heirs and assigns, upon trust, to divide the said land into two equal lots of a width of twenty-five (25) feet, and running from said Mount Vernon Street to said Bowdoin Street.

WILLIAM A. RICHARDSON substituted. See codicil 6, clause 5; and codicil 7, clause 10.

The lot next to the said adjoining estate, late of John H. Pearson as aforesaid, they shall sell and take the proceeds resulting therefrom as residuary legatees upon the trust in this will created.

[*The other lot they shall sell, and distribute the proceeds resulting from the sale thereof, equally among the lawful children of my said son, provided there shall be two or more such children; if there shall be but one such child, then one-half only of said proceeds shall be given to such child.*] Revoked. See codicil 7, clause 3.

Third. I devise my real [estate] situate on the northerly corner of Harrison Avenue and Way Street in said Boston, consisting of about 1,875 feet of land, with improvements thereon, bounded on the north by the Boston and Albany Railroad, and on the east by land now or late of Timothy Eaton; and my real estate situate on the south corner of said Harrison Avenue and said Way Street, consisting of about 1,500 feet of land, with improvements thereon, bounded east by passage-way and south by land of the late Mr. Becker; and my real estate situate on said Way Street adjoining the said last mentioned estate (a passage-way being between them) consisting of about 2,500 feet of land, with improvements thereon, and being now occupied by Amasa W. Bailey [*and my real estate* To be kept insured by Trustees. Codicil 7, clause 4.

Revoked. See codicil 6, clause 4.

situate on the corner of Bowdoin Street and Beacon-hill Place in said Boston, excepting so much of the land thereof as may be within fifty (50) feet of the adjoining estate, late of John H. Pearson, which said excepted land is herein before disposed of], to the use of the said CHARLES G. WAY [*John Goldsbury, Henry D. Hyde*], ASA P. POTTER and ELLIS W. MORTON, their executors, administrators, heirs and assigns, upon the following trusts; that is to say: they shall pay out of the net yearly profits of said estates one thousand (1,000) dollars per annum, in equal quarterly payments, to the sole and separate use of any wife of my son, CHARLES G. WAY, during the life of my said son; they shall pay five hundred (500) dollars per annum, in equal quarterly payments, to EDWIN FOBES, during his life; and they shall pay, in equal quarterly payments, unto my son, CHARLES G. WAY, during his life, so much of the balance (including either or both the said last mentioned annuities if they expire during the life of my said son) of the said yearly profits as shall be sufficient to cover all the living and expenditures of my said son; and if it appears to them that he does not annually consume a sum equal to the whole of said balance, they shall annually give such a proportion of said balance as appears to them to exceed the

WILLIAM A. RICHARDSON substituted. See codicil 6, clause 5; and codicil 7, clause 10.

See codicil 7, clause 1.

sum used yearly by my said son for his living and expenditures, to such charities as he may direct, or, in default of any direction from him, to such charities as to them may seem good, it being my will that my son may receive and expend the whole of said balance if he shall desire so to do, but that he shall not accumulate money and thereby accumulate cares and perplexities. After the decease of my said son, they, the said trustees, after deducting the amount of the annuity to EDWIN FOBES so long as it shall be in force, shall pay of the balance of the said net yearly profits of said estates one-half, in equal quarterly payments, to the sole and separate use of any wife of my said son who shall survive him, during her life, provided my said son shall leave a lawful child or children; but if he shall leave no such child, then they shall pay to her one-third instead of one-half of said profits,

[*and they shall apportion the other half in equal shares to and among the lawful children of my said son, provided there are two or more such children, employing and applying in their discretion the share of any minor child during such child's minority as shall appear to them most beneficial for such child, and paying directly, in equal quarterly payments, to any child who shall have attained the age of twenty-one years, his or her share. If there shall*

Revoked. See codicil 7, clause 3.

be but one lawful child of my said son, such child shall be entitled in manner aforesaid to a moiety only of said last mentioned "other half." Upon the decease of such surviving wife of my said son, or upon the decease of my said son if he shall leave no wife, the said trustees shall convey the said estates in fee, charged, however, with the aforementioned annuity to Edwin Fobes, in equal shares to the lawful children of my said son, provided there shall be two or more such children; or shall sell or dispose of the said estates, in their discretion, and distribute the proceeds, first providing for the payment of said annuity equally among said children, provided there shall be two or more such children. If there shall be but one such child, then one-half only of the said estates shall be conveyed to such child, or one-half the proceeds in case of the sale or disposal of the said estates by the said trustees, and the payment of the annuity shall be apportioned.]

To be kept insured by Trustees. Codicil 7, clause 4.

Fourth. I devise my land situate on Bowdoin Street in said Boston, with my stable thereon, to the sole and separate use of my wife, SARAH ANN WAY, for her life, and upon her decease to my son, CHARLES G. WAY, for his life, and upon his decease then to the sole and separate use of any

wife of my said son who shall survive him, during such time as such wife may be in occupation of the estate on the corner of Mount Vernon Street and Beacon-hill Place under the previous provisions of this will, and then the said land and stable shall be taken and considered as a part of and shall pass with and belong to the estate adjoining, hereinafter devised to JAMES E. SHELDON, and the estate here devised shall be subject, from my decease, to an easement as hereinafter mentioned lying.

Subject to an easement of will. See clause 8.

Fifth. I devise all my real estate in Rochester, in the State of Vermont, to the sole and separate use of my mother, LETTICE C. WHITTON, for her life, and upon her decease, then in fee to the children of my sister, MARTHA JANE THOMAS, of Randolph in said Vermont.

[*Sixth. I devise all my real estate situate in Dover Place in said Boston, consisting of certain land, with three brick houses and one four-story brick building, having a store under the same, thereon, and my real estate situate in said Boston bounded north by Myrtle Street 37 ft. 8¾ in., east by Hancock Street 40 ft. 1¼ in., south by land late of the heirs of Hall 38 ft. and west by land late*

Revoked. See codicil 5, clause 1.

of Gregory 39 ft. 9 in., to the use of the said Charles G. Way, John Goldsbury, Henry D. Hyde, Asa P. Potter and Ellis W. Morton, their executors, administrators, heirs and assigns, upon trust, to pay, in equal quarterly payments, to the sole and separate use of Abby H. Beal, formerly betrothed to my late eldest son, Francis C. Way, during her life, the net yearly profits thereof, deducting therefrom during the life of my late domestic, Catharine Mullen, the sum of two hundred (200) dollars per annum, which said sum shall be appropriated to the benefit of the said Catharine Mullen according to the direction and discretion of the said Abby H. Beal and the said trustees; and upon the further trust, upon the decease of the said Abby H. Beal, to convey the said estates in fee, in equal shares, to the children of the said Abby H. Beal, or to sell and dispose of the said estates in their discretion and distribute the proceeds thereof equally among said children. The said trustees shall, however, provide out of said estates for the payment of two hundred (200) dollars per annum to the said Catharine Mullen during her life.]

Revoked. See codicil 7, clause 5.

[*Seventh. I devise my real estate situated on Way Street, in said Boston, consisting of about 1,250 feet of land, with a house thereon numbered*

11, bounded east by land of Mrs. Toppin, south by a passage-way and west by my adjoining lot, being one lot of land on the Plan of South Cove, to the sole and separate use of my wife's sister, Delia A. Sheldon, for the life of the said Delia A. Sheldon, and upon her decease then to the children of the said Delia A. Sheldon in fee.]

Eighth. I devise my real estate situate on Bowdoin Street, in said Boston, consisting of certain land, with a house thereon, purchased by me of the heirs of T. J. Eckley, the said land measuring about thirty feet on Bowdoin Street and being about forty-two feet deep, with a right of passage-way on the north side and in the yard in the rear, with a right of light over said yard and a right to hang clothes on the adjoining building north, to JAMES E. SHELDON, for his life, and upon his decease then in equal shares to the children of said JAMES E. SHELDON in fee. With the consent of four of the trustees of this will, the said JAMES E. SHELDON may sell and give a good title in fee to the herein devised estate and re-invest the proceeds in such other real estate as four of the said trustees shall approve. The said trustees shall see to such re-investment and that the transmission and succession of any real estate in which such

proceeds may be invested is secured to the children of the said JAMES E. SHELDON after his decease.

Ninth. I devise and bequeath all of the residue and remainder of the real and personal estate of every name, nature and description, which shall belong to me at my decease, and all future remainders and residues of every name, nature and description, unto and to the use of the said CHARLES G. WAY [*John Goldsbury, Henry D. Hyde*], ASA P. POTTER and ELLIS W. MORTON, their executors, administrators, heirs and assigns, upon the following *trusts;* that is to say:

WILLIAM A. RICHARDSON substituted. See codicil 6, clause 5; and codicil 7, clause 10.

1. The said trustees shall therefrom provide for, and without delay make prompt payment of, all my just and legal debts and funeral charges.

2. The said trustees shall therefrom provide for the exoneration of the real estate herein before devised under the clauses "Second," "Third," "Fourth," "Fifth," "Sixth," "Seventh" and "Eighth" of this will from all mortgages and incumbrances upon the same, such exoneration to be made when they shall deem it expedient: provided, however, that all interest shall be paid when due.

Twelve thousand ($12,000). See codicil 5,

3. The said trustees shall therefrom amply provide for the payment of a clear annuity of [*ten*

thousand (10,000)] dollars to my wife, SARAH ANN WAY, during her life, which said annuity they shall pay to her sole and separate use, in equal quarterly payments. If at any time my said wife shall request to receive seven thousand (7,000) dollars in gold in lieu of the said "ten thousand (10,000) dollars," the said trustees shall make such substitution and payments in gold in compliance with such request. The provisions made in this will for my wife are in lieu of, and to be taken instead of, dower and such other legal rights and interests as she may have in my estate. It is my earnest desire that my wife may not permit any of her income to accumulate, as I believe such accumulation will be accompanied with a corresponding increase of cares and annoyances. I therefore request that such part of her income as may not be consumed by her expenditures may be annually devoted by her to charities.

clause 3; and codicil 6, clause 1; and codicil 7, clause 1.

4. The said trustees shall therefrom provide for the payment to each of the following named persons, during their respective lives, of a clear annuity of two hundred (200) dollars; that is to say: to my mother, LETTICE C. WHITTON—to my sister, MARTHA JANE THOMAS—to [*Louie Gray*]—to E. ELIZA LEWIS—to Mrs. ELLEN DAVIS—to NELLIE PARK, wife of Edward Park—

IDA GRAY substituted. See codicil 1, clause 4.

to FANNIE COBURN—to ELLA FREEMAN, wife of D. V. Freeman—to HATTIE SHELDON, daughter of James E. Sheldon—to NELLY BURTON, daughter of Hazen J. Burton—to CARRIE FOBES, daughter of Edwin Fobes—to ANNA FERDINAND, wife of Jaspar F. Ferdinand—and to EDITH LOBDELL of Hartford, Conn.,—which said annuity the said trustees shall pay to the sole and separate use of each of the said persons in equal quarterly payments;

See, also, codicil 6, clause 3; and codicil 7, clause 8.

Revoked. See codicil 5, clause 1.

[*and in case of the decease of Abby H. Beal prior to the decease of her mother, Elizabeth Beal, they shall provide therefrom for the payment of a clear annuity of one thousand (1,000) dollars to the said Elizabeth Beal, during her life, commencing from the day of the decease of the said Abby H. Beal, which said annuity the said trustees shall pay to the sole and separate use of the said Elizabeth Beal in equal quarterly payments.*]

Revoked. See codicil 3, clause 1.

[*5. The said trustees shall therefrom provide for the payment of a clear annuity of six hundred (600) dollars to my wife's niece, Delle A. Sheldon, during her life, which said annuity the said trustees shall pay to her sole and separate use in equal quarterly payments.*]

Three hundred ($300). See codicil 5, clause 2.

6. The said trustees shall therefrom provide for the payment of a clear annuity of [*six hundred*

(600)] dollars to Mrs. ALMIRA DEWEY, wife of Edward Dewey, during her life, which said annuity they shall pay to her sole and separate use in equal quarterly payments. And upon her decease they shall give and distribute to and among her children, in equal shares, the sum of [*ten thousand (10,000)*] dollars. And if during her life she shall in writing request the said trustees to purchase such real estate as she may choose, at a cost of [*ten thousand (10,000)*] dollars, then they shall purchase such estate and secure it to her sole and separate use during her life, and upon her decease to her children in fee in equal shares, and such real estate shall be in lieu of said annuity, the payment of which shall cease upon its purchase, and also in lieu of the [*ten thousand (10,000)*] dollars to be distributed as herein before provided.

Five thousand ($5,000). See codicil 5, clause 2.

Five thousand ($5,000). See as above.

Five thousand ($5,000). See as above.

[*7. The said trustees shall therefrom provide for the payment of a clear annuity of two thousand (2,000) dollars to Joseph B. Carter, during his life, and upon his decease, to any surviving child of the said Joseph B. Carter, during the life of such surviving child, which said annuity the said trustees shall pay to the said Joseph B. Carter, or to such surviving child in equal quarterly payments.*]

Revoked. See codicil 4, clause 1.

8. The said trustees shall pay therefrom the sum of five (5) dollars per week to MICHAEL DEMPSEY, during his life, and shall provide him with a tenement worth two (2) dollars per week, or in lieu thereof pay him two (2) dollars per week additional, during his life.

Revoked and restored conditionally. See codicil 6, clause 3; and codicil 7, clause 8.

9. The said trustees shall pay therefrom to any coachman and also to any in-door man servant who shall be in my employ at the time of my decease, respectively, a sum equal to ten (10) dollars per month for each and every month they shall severally have been in my employ, and after my decease they shall pay them each ten (10) dollars for each month they shall severally remain in the employ of my wife, son, or any surviving wife of my son, in addition to the fair and regular wages they may receive from them.

Revoked. See codicil 6, clause 3; and codicil 7, clause 8.

[*10. The said trustees shall pay and distribute to and among the female domestics who may be in my service at the time of my decease, the sum of one thousand (1,000) dollars, which said sum shall be divided into shares proportioned to their respective periods of service (the full time of service being credited, whether it shall have covered one continuous period or different periods,) and each shall be paid the share proportioned to the length of her service.*]

11. The said trustees shall pay therefrom the following legacies to the following named persons; that is to say: to each of the children of my brothers, ADDISON M. WAY and JOHN M. WAY, they shall pay five hundred (500) dollars; to each of the children of my brother, JASPAR F. FERDINAND, they shall pay, upon such child's majority, the sum of two thousand (2,000) dollars, with interest added from the day of my decease, or the said trustees may, in their discretion, apply the interest to the education of such minor children respectively; to each of the children of my sister, MARTHA JANE THOMAS, they shall pay the sum of two thousand (2,000) dollars; to Mrs. JAMES HUBBARD WAY they shall pay to her sole and separate use the sum of one hundred (100) dollars; to ETTA WARD they shall pay, upon her marriage, the sum of one hundred (100) dollars; to my former partner, ASA P. POTTER, they shall pay the sum of forty thousand (40,000) dollars; [*to my partner, Francis O. French, they shall pay the sum of twenty-five thousand (25,000) dollars; to my partner, Edward M. Simmons, they shall pay the sum of fifteen thousand (15,000) dollars*]; to CHARLES MONTGOMERY they shall pay the sum of two thousand and five hundred (2,500) dollars, in recognition of his integrity

Revoked. See codicil 2, clause 3.

See codicil 6, clause 2; and codicil 7, clause 8.

and faithful services as collector of rents; to my deserving clerk, JOHN DELA, they shall pay the sum of two thousand and five hundred (2,500) dollars; to my meritorious clerk, CHARLES J. KELLOGG, they shall pay the sum of two thousand and five hundred (2,500) dollars; to ELLIS W. MORTON they shall pay the sum of five thousand (5,000) dollars, in recognition of his fair defence of my rights when it was sought to deprive me of them by extraordinary legislation; to my clerk, TRUMAN G. EDWARDS, they shall pay the sum of two thousand and five hundred (2,500) dollars.

12. After satisfying the requirements of the herein before mentioned trusts, enumerated under clause "Ninth" of this will, the said trustees shall hold and apply the balance of the property that shall remain in, or at any time come to their hands under and by virtue of this will upon trust for the benefit of the NEEDLEWOMEN OF THE CITY OF BOSTON, in the Commonwealth of Massachusetts, the application of the same to be made, as far as shall seem practicable to the said trustees, in the exercise of their sound discretion, in the manner herein suggested.

My design is to ameliorate to some extent the condition of the large class of industrious women

of the said city who gain their livelihood by sewing. As the chief embarrassments to which this class of persons are exposed result from a failure of employment at certain seasons, and a scarcity of suitable dwelling places, it is my wish that they may be relieved by a supply of work when ordinary sources fail, and by the provision of houses containing convenient, healthful apartments specially adapted to their accommodation.

My principal object is to help workers to constant employment at fair prices, and to desirable houses at fair rents.

When, however, the realization of this object is so far effectuated that the said trustees shall consider that, in the furtherance of my design, direct charitable aid may be properly extended to those in need, who may be unable to work, I desire that such aid may be bestowed under suitable limitations.

Except under extraordinary circumstances, it is my wish that such aid shall not be offered to any one person for a longer period than three successive months, preferring rather to extend temporary relief to the casually necessitous, than to provide for other cases which are better met by the liberal beneficence of our many charitable institutions.

I suggest that the said trustees create from the property held on this trust, two funds, of such pro-

portionate amounts as may seem expedient, one to be regarded as a labor fund and the other as a building fund; that these two funds be allowed to accumulate, if necessary, but as soon as practicable they be employed respectively in supplying work and building houses.

The supply of work may be provided by investing capital in undertaking the manufacture and sale of the various descriptions of goods produced by sewing women. Stores and salesrooms may be opened, or goods may be manufactured upon contracts. They are, however, to be manufactured at times when sewing women are most in want of employment.

The houses to be erected should be sufficiently large to be built economically; they should be conveniently arranged, with ample provisions for light and air, and be pleasantly located. Apartments should be let to sewing women at fair paying rents and the proceeds applied in carrying out the intentions I have expressed.

The foregoing suggestions will serve as an indication of my purpose. The development of my design, and the details of the plan of operations, I leave entirely to the said trustees. To this end they may associate themselves in any lawful man-

ner, under act of incorporation, or otherwise, as they shall consider most advantageous.

In case any contingency shall at any time arise respecting any of the real estate devised in this will, in which it shall obviously be for the great advantage of the property and of all parties interested therein, to have the exercise of powers and authority not included in the terms of the devise of such estate, then the person or persons having the beneficial interest in such estate for the time being, together with the said trustees, acting unanimously, shall have full power and authority to alter, mortgage, lease, sell or make any other disposition of the whole or a part of such real estate.

Any instrument executed under this power shall be signed by the person or persons aforesaid, or their guardian or guardians, and by all of the said trustees. And in case of the exercise of such power and authority, the said trustees shall so far keep the matter in their control as to effectuate the designs of my will, whether by reinvestment or otherwise; and they shall faithfully secure the interests of every person intended to be favored or benefited by the devise of such estate.

I direct that the said trustees shall have full power and authority to sell and convey, and convert and manage, in their discretion, all the real

and personal estate devised and bequeathed to them in the "Ninth" clause of this will; and to make such investments and changes of the same as from time to time they shall deem most beneficial.

I direct that the said trustees shall have power and authority, if they shall consider it for the interest of my estate, to delay the payment of any legacies for any period not exceeding five years, interest on the same to be added after the expiration of one year from the day of my decease.

I direct that the said trustees shall have power at their discretion, to settle my accounts and wind up my affairs, and in so doing make any arrangement relative to debts or demands due, or claimed to be due, to or from my estate, as they shall judge expedient, with liberty to accept compositions and submit questions to arbitration.

I direct that the said trustees shall close up and settle the business in which I may be engaged at the time of my decease, as soon as possible.

I direct that the said trustees may deduct, and mutually allow to each other, all disbursements and expenses incident to the execution of this will, and shall be responsible each for his own acts and defaults only, and irresponsible for losses occurring without wilful error, neglect or default, and shall be indemnified with or out of my trust property

against all liabilities consequential on the execution of this will.

I direct that every vacancy in the trusteeship of this will, however occasioned (whether in my lifetime or after my decease), shall be supplied as soon as may be by the appointment of a fit substitute (not a member of the legal profession); such appointment to be made by the continuing trustee or trustees, and to be confirmed by a judge of the Supreme Judicial Court of the Commonwealth of Massachusetts, upon the said judge's being satisfied of the capacity and integrity of such appointee; but no substitute or successor shall be appointed in place of Charles G. Way.

I further direct that upon such appointment my said trust property shall be vested as the case may require, in the new trustee or trustees.

I direct that the trusts and powers herein before confided to the said trustees herein appointed (who are herein before mentioned or referred to as "the said trustees"), may be executed by the trustees or trustee of this will for the time being.

I direct that four of the said trustees shall be a sufficient number for holding meetings, all of the said trustees having been duly notified in writing of the time and place of holding such meetings, and that four of the said trustees shall be a suffi-

cient number to convey real estate or other property, except in cases where they are specifically required to act unanimously.

I declare that the receipts of the said trustees to purchasers and others for moneys paid to the said trustees, shall be sufficient discharges for the same, and from all liability to see to the application thereof; and that no purchaser or mortgagee shall be obliged to ascertain the occurrence or existence of any event or purpose in or for which a sale, mortgage or charge is herein before authorized to be made, or to inquire into or take notice of any matter connected with the propriety or regularity of any sale, mortgage or charge.

WILLIAM A. RICHARDSON substituted. See codicil 6, clause 5; and codicil 7, clause 10.

Lastly. I hereby appoint the said CHARLES G. WAY [*John Goldsbury, Henry D. Hyde*], ASA P. POTTER and ELLIS W. MORTON to be executors of this my will, and request and direct that they shall not be required to give bonds, either in their capacities as executors or trustees.

In testimony whereof, I hereunto set my hand and seal, and publish and declare this to be my last will and testament, in the presence of the witnesses following, this twenty-first day of March, in the year of our Lord one

thousand eight hundred and seventy (1870), at Boston.

SAM'L A. WAY. [SEAL.]

Signed, sealed, published and declared by the said Samuel A. Way, as and for his last will and testament, in presence of us, who, in his presence, and in the presence of each other, and at his request, have subscribed our names as witnesses hereto; the following erasures, interlineations and additions, having been made before the signing and sealing of the foregoing will by the said Samuel A. Way; that is to say—the name of Edward Dewey has been erased wherever it occurred with the names of the trustees and executors; in section "1" of clause "Ninth," the words "as soon as they shall deem expedient," have been erased, and the words "without delay" and "prompt," have been inserted; in section "11" of clause "Ninth," has been added the bequest of two thousand and five hundred (2,500) dollars to Truman G. Edwards; in the clause concerning vacancies in the trusteeship, the words "but no substitute or successor shall be appointed in place of Charles G. Way," have been inserted; and in the dating, the word "December" has been erased, and the word "March" substituted, and the words and figures "sixty-nine," have been erased, and the word and figures "seventy" substituted; and the name of Henry N. Farwell has been erased wherever it occurred with the names of the trustees and executors.

HENRY KELLOGG, JR.
P. E. DALY.
WM. W. MCNAUGHT.

This is the thirty-fifth written page of this my will.

SAM'L A. WAY.

First Codicil.

Know all men by these presents, That I, Samuel A. Way, of Boston, in the county of Suffolk and Commonwealth of Massachusetts, being of sound and disposing mind and memory, do make this first codicil to my last will and testament, heretofore made and published by me, and bearing date the twenty-first day of March, A. D. 1870:—

First. In addition to the annuities and legacies mentioned in clause "Ninth" of my said will, the trustees of my said will therein named shall, out of the property in said clause devised and bequeathed, provide for and pay:

Four thousand ($4,000). See codicil 3, clause 2.

1. A clear annuity of [*three thousand (3,000)*] dollars to my wife's sister, Carrie M. French, during her life; which said annuity the said trustees shall pay to her sole and separate use, in equal quarterly payments.

2. After the decease of Carrie M. French, a clear annuity of twelve hundred (1,200) dollars to her husband, Walter H. French, during his life; which said annuity the said trustees shall pay to him in equal quarterly payments.

3. A legacy of ten thousand (10,000) dollars, with interest added from the day of my decease, to WALTER H. FRENCH, the younger of that name, and son of Carrie M. French; the principal to be paid to him upon his majority, and the interest to be used exclusively in his education, and paid as and when required therefor.

4. A clear annuity, in place of the annuity to Louie Gray, now deceased, of two hundred (200) dollars to IDA GRAY, sister of Louie, during her life; which said annuity the said trustees shall pay to her sole and separate use, in equal quarterly payments.

Second. I hereby ratify and confirm my said last will and testament in all respects, save as the same may be changed by this instrument.

In testimony whereof, I hereunto set my hand and seal, and publish and declare this to be the first codicil to my last will and testament, in the presence of the witnesses following, this second day of November, in the year of our Lord one thousand eight hundred and seventy (1870).

SAM'L A. WAY. [SEAL.]

Signed, sealed, published and declared by the said Samuel A. Way, as and for the first codicil to his last will and testament, in the presence of us; who, in his presence, and in the presence of each other, and at his request, have subscribed our names as witnesses hereto; the letter "H," in the name of Walter H. French, in line 2, p. 2, being inserted before the execution hereof.

HENRY KELLOGG, JR.
P. E. DALY.
WM. W. McNAUGHT.

SECOND CODICIL.

Know all men by these presents, That I, SAMUEL A. WAY, of Boston, in the county of Suffolk and Commonwealth of Massachusetts, being of sound and disposing mind and memory, do make this second codicil to my last will and testament, heretofore made and published by me, and bearing date the twenty-first day of March, A. D. 1870, and the first codicil thereto, bearing date the second day of November, A. D. 1870:—

First. I devise my land situate on the corner of Parker Street and Gore Avenue, Boston Highlands, measuring about one hundred (100) feet on Parker Street, and one hundred and forty-five (145) feet on Gore Avenue,—being the lots conveyed to me by James Ward, by his deed dated the fifth day of June, A. D. 1845; and Joshua Seaver, by his deed dated the twenty-fifth day of November, A. D. 1845; and twenty-five feet on Gore Avenue, of the lot conveyed to me by Peter T. Homer, by his deed dated the tenth day of December, A. D. 1853, running back parallel to the eastern line of the lot conveyed to me by said

To be kept insured by Trustees. Codicil 7, clause 4.

After her death, to certain of her children. See codicil 7, clause 7.

Seaver,—with the improvements thereon and the easements and appurtenances thereto belonging, to the sole and separate use of CARRIE M. FRENCH, for her life.

Second. In addition to the legacies and annuities mentioned in clause "Ninth" of my said will, the trustees of my said will therein named shall, out of the property in said clause devised and bequeathed, provide for and pay:

Revoked and restored. See codicil 6, clause 2; and codicil 7, clause 8.

1. The following legacies to the following named persons; that is to say: to each of the children of EDWARD M. SIMMONS, the sum of one thousand (1,000) dollars, in recognition of the faithful services of their father as clerk and partner; to Mrs. HELEN W. TURNER, wife of William H. Turner of Chicago, Illinois, to her sole and separate use, the sum of five hundred (500) dollars; to HENRY KELLOGG, the younger of that name, my worthy clerk, the sum of two thousand and five hundred (2,500) dollars.

Revoked and restored. See codicil 6, clause 3; and codicil 7, clause 8.

2. The following annuities to the following named persons, during their respective lives, that is to say: a clear annuity of two hundred (200) dollars to Mrs. CHARLES W. BADGER, which said annuity the said trustees shall pay to her sole and separate use, in equal quarterly payments; a

clear annuity of five hundred and twenty (520) dollars to my wife's nephew, ALBERT A. CUTTING, which said annuity the said trustees shall pay to him in equal quarterly payments; a clear annuity of one thousand (1,000) dollars to the person whose name will be found in a letter of this date, addressed by me to said trustees, and referring hereto, and which name shall not be disclosed by my said trustees, except upon legal compulsion, which said annuity the said trustees shall pay to the sole and separate use of said person, in equal quarterly payments.

Third. I hereby revoke and annul the respective bequests mentioned in section "11" of clause "Ninth" of my said will, to FRANCIS O. FRENCH and EDWARD M. SIMMONS, and the directions to the trustees of my said will to pay the same.

Fourth. I hereby ratify and confirm my said last will and testament, and the said first codicil thereto, in all respects, save as the same may be changed by this instrument.

In testimony whereof, I hereunto set my hand and seal, and publish and declare this to be the second codicil to my last will and

testament, in the presence of the witnesses following, this fourteenth day of June, in the year of our Lord one thousand eight hundred and seventy-one (1871).

SAM'L A. WAY. [SEAL.]

Signed, sealed, published and declared by the said Samuel A. Way, as and for the second codicil to his last will and testament, in the presence of us, who, in his presence, and in the presence of each other, and at his request, have subscribed our names as witnesses hereto.

W. W. McNAUGHT.
ALBERT B. MERRILL.
S. C. CURTIS.

THIRD CODICIL.

Know all men by these presents, That I, SAMUEL A. WAY, of Boston, in the county of Suffolk and Commonwealth of Massachusetts, being of sound and disposing mind and memory, do make this third codicil to my last will and testament, heretofore made and published by me, and bearing date the twenty-first day of March, A. D. 1870, and the first codicil thereto, bearing date the second day of November, A. D. 1870, and the second codicil thereto, bearing date the fourteenth day of June, A. D. 1871.

First. I hereby revoke and annul the bequest of an annuity of six hundred (600) dollars mentioned in section "5" of clause "Ninth" of my said will, to my wife's niece, DELLE A. SHELDON, and the directions to the trustees of my said will to pay the same, having advanced to her the sum of ten thousand (10,000) dollars on her marriage.

Second. In addition to the annuities and legacies mentioned in clause "Ninth" of my said will, the trustees of my said will therein named shall, out of the property therein devised and bequeathed,

Revoked and restored. See codicil 6, clause 3; and codicil 7, clause 8.

provide for and pay an additional clear annuity of one thousand (1,000) dollars to my wife's sister, CARRIE M. FRENCH, which said annuity the said trustees shall pay to her sole and separate use, in equal quarterly payments.

Third. I hereby ratify and confirm my said last will and testament, and the said first and second codicils thereto, in all respects, save as the same may be changed by this instrument.

In testimony whereof, I hereunto set my hand and seal, and publish and declare this to be the third codicil to my last will and testament, in the presence of the witnesses following, this twentieth day of November, in the year of our Lord one thousand eight hundred and seventy-one (1871).

SAM'L A. WAY. [SEAL.]

Signed, sealed, published and declared by the said Samuel A. Way, as and for the third codicil to his last will and testament, in the presence of us, who, in his presence, and in the presence of each other, and at his request, have subscribed our names as witnesses hereto.

W. W. McNAUGHT.
S. C. CURTIS.
EDGAR M. BIXBY.

FOURTH CODICIL.

Know all men by these presents, That I, SAMUEL A. WAY, of Boston, in the county of Suffolk and Commonwealth of Massachusetts, being of sound and disposing mind and memory, do make this fourth codicil to my last will and testament, heretofore made and published by me, and bearing date the twenty-first day of March, A. D. 1870, and the codicils thereto, bearing date, respectively, the second day of November, A. D. 1870, the fourteenth day of June, A. D. 1871, and the twentieth day of November, A. D. 1871.

First. I hereby revoke and annul the bequest of an annuity of two thousand (2,000) dollars, mentioned in section "7" of clause "Ninth" of my said will, to JOSEPH B. CARTER, and upon his decease, to any surviving child of said Joseph B. Carter, and the directions to the trustees of my said will to pay the same, meaning to include in this revocation both said Joseph B. and any surviving child of said Joseph B.

Second. I hereby ratify and confirm my said last will and testament, and the said first, second and third codicils thereto, in all respects, save as the same may be changed by this instrument.

In testimony whereof, I hereunto set my hand and seal, and publish and declare this to be the fourth codicil to my last will and testament, in the presence of the witnesses following, this twenty-ninth day of December, in the year of our Lord one thousand eight hundred and seventy-one (1871).

SAM'L A. WAY. [SEAL.]

Signed, sealed, published and declared by the said Samuel A. Way, as and for the fourth codicil to his last will and testament, in the presence of us, who, in his presence, and at his request, have subscribed our names as witnesses hereto.

S. C. CURTIS.
J. W. WARREN.
W. W. McNAUGHT.

Fifth Codicil.

Know all men by these presents, That I, Samuel A. Way, of Boston, in the county of Suffolk and Commonwealth of Massachusetts, being of sound and disposing mind and memory, do make this fifth codicil to my last will and testament heretofore made and published by me, and bearing date the twenty-first day of March, A. D. 1870, and the codicils thereto bearing date, respectively, the second day of November, A. D. 1870, the fourteenth day of June, A. D. 1871, the twentieth day of November, A. D. 1871, and the twenty-ninth day of December, A. D. 1871.

First. In consideration of my having advanced to Abby H. Beal the sum of two thousand dollars per annum, and for other reasons, I hereby revoke and annul clause "Sixth" of my said will, and each and every provision thereof, said clause being that wherein I devise certain real estate to the trustees of my said will, upon trust, for the benefit of said Abby H. Beal, and then to be conveyed to her children, which devise I wholly revoke and annul. I also revoke and annul the

bequest of an annuity of one thousand (1,000) dollars to ELIZABETH BEAL, mentioned in Section "4" of clause "Ninth" of my said will, and the directions to the trustees of my said will to pay the same.

Second. I hereby modify and amend the provisions of Section "6" of clause "Ninth" of my said will, in favor of ALMIRA DEWEY and her children, by substituting in place of the words and figures "six hundred (600) dollars" therein found, the words and figures following; that is to say, three hundred (300) dollars; and by substituting in place of the words and figures "ten thousand (10,000) dollars" wherever found therein, the words and figures following; that is to say, five thousand (5,000) dollars.

Confirmed. See codicil 6, clause 1; and codicil 7, clause 1.

Third. In addition to the annuity of "ten thousand (10,000) dollars" to be paid my wife under the provisions of Section "3" of clause "Ninth" of my said will, the trustees thereof shall pay to her an additional two thousand (2,000) dollars per annum, if she shall desire it.

They shall also pay, out of the estate devised and bequeathed to them in said clause "Ninth," the taxes, insurance and cost of repairs upon all

real estate devised to them in trust for my said wife or devised to her.

Fourth. The trustees of my said will, out of the estate devised and bequeathed to them in clause "Ninth" thereof, shall provide for and pay a clear annuity of two hundred (200) dollars to my late domestic, CATHARINE MULLEN, during her life, which said annuity they shall pay to her sole and separate use, in equal quarterly payments.

Fifth. I hereby ratify and confirm my said last will and testament, and the said first, second, third and fourth codicils thereto, in all respects save as the same may be changed by this instrument.

In testimony whereof, I hereunto set my hand and seal, and publish and declare this to be the fifth codicil to my last will and testament, in the presence of the witnesses following, this thirtieth day of March in the year of our Lord one thousand eight hundred and seventy-two (1872).

SAM'L A. WAY. [SEAL.]

Signed, sealed, published and declared by the said Samuel A. Way, as and for the fifth codicil to his last will and testament, in the presence of us, who, in his presence, and in the presence of each other, and at his request, have subscribed our names as witnesses hereto, the words "per annum" being first inserted in line three of clause "First" hereof.

EDGAR M. BIXBY.
W. W. McNAUGHT.
S. C. CURTIS.

SIXTH CODICIL.

Know all men by these presents, That I, SAMUEL A. WAY, of Boston, in the county of Suffolk and Commonwealth of Massachusetts, being of sound and disposing mind and memory, do make this sixth (6) codicil to my last will and testament heretofore made and published by me and bearing date the twenty-first day of March, A. D. 1870, and the codicils thereto, bearing date, respectively, the second day of November, A. D. 1870, the fourteenth day of June, A. D. 1871, the twentieth day of November, A. D. 1871, the twenty-ninth day of December, A. D. 1871, and the thirtieth day of March, A. D. 1872.

First. I hereby make absolute and unconditional the provisions of clause "Third" of the fifth codicil to my last will and testament, meaning and intending to make absolute the sum of twelve thousand (12,000) dollars, as the annuity, to be paid to my dear wife, SARAH ANN WAY, and said annuity shall have precedence over all other annuities mentioned in my said will and the codicils thereto, and shall be amply provided for before the payment of

See codicil 7, clause 1.

other annuities, and in case of any failure of my estate shall not be subject to deduction or contribution.

Revoked. See codicil 7, clause 8.

[*Second. I hereby revoke and annul so much of my said will, and the codicils thereto, as provides for the payment of any legacies to any persons whosoever, and the directions to the trustees thereof to pay the same, excepting only the legacy of forty thousand (40,000) dollars to be paid to my partner, Asa P. Potter, the provisions concerning which I confirm.*]

Revoked. See codicil 7, clause 8.

Third. I hereby revoke and annul [*so much of my said will, and the codicils thereto, as provides for the payment of annuities and the directions to the trustees thereof to pay the same to Mrs. Almira Dewey, Mrs. Charles A. Badger, Ella Freeman, Mrs. Ellen Davis, Edith Lobdell, Ida Gray and Albert A. Cutting, respectively; also, the annuity of (1,000) dollars to Carrie M. French, provided for in clause "Second" of the third codicil, and the annuity of one thousand (1,000) dollars provided for in Section "2" of clause "Second" of the second codicil to my last will and testament; also*] the provisions of section[*s "9" and*] "10" of clause "Ninth" of my said will.

Fourth. I revoke and annul the devise, upon certain trusts, of "my real estate situate on the corner of Bowdoin Street and Beacon-hill Place, in said Boston," made in clause "Third" of my said will, and confirm all the other provisions of said clause.

Fifth. I hereby revoke and annul the appointment of HENRY D. HYDE and JOHN GOLDSBURY as executors and trustees of my said will and the codicils thereto, and appoint in their stead and places WILLIAM A. RICHARDSON, of Cambridge, in the Commonwealth of Massachusetts, to be an executor and trustee thereof, under all the provisions of the same, and I confirm the appointment heretofore made of ASA P. POTTER, CHARLES G. WAY and ELLIS W. MORTON, all of Boston in said Commonwealth, to be executors and trustees of my said will and the codicils thereto, under all the provisions of the same. Confirmed. See codicil 7, clause 10.

Sixth. I hereby ratify and confirm my said last will and testament and the said first, second, third, fourth and fifth codicils thereto in all respects, save as the same may be changed by this instrument.

In testimony whereof, I hereunto set my hand and seal, and publish and declare this to be the sixth codicil to my last will and testament, in the presence of the witnesses following, this second day of May, in the year of our Lord eighteen hundred and seventy-two (1872).

SAM'L A. WAY. [SEAL.]

Signed, sealed, published and declared by the said Samuel A. Way, as and for the sixth codicil to his last will and testament, in the presence of us, who, in his presence, and in the presence of each other, and at his request, have subscribed our names as witnesses hereto; the words "Henry D. Hyde and," being inserted in line "two," clause "fifth," and the words Henry D. Hyde being stricken from line "eight," clause "fifth" hereof, before the signing of the same by the said Samuel A. Way.

W. W. McNAUGHT.
EDGAR M. BIXBY.
S. C. CURTIS.

SEVENTH CODICIL.

Know all men by these presents, That I, SAMUEL A. WAY, of Boston, in the county of Suffolk and Commonwealth of Massachusetts, being of sound and disposing mind and memory, do make this seventh (7) codicil to my last will and testament heretofore made and published by me and bearing date the twenty-first day of March, A. D. 1870, and the codicils thereto bearing date, respectively, the second day of November, A. D. 1870, the fourteenth day of June, A. D. 1871, the twentieth day of November, A. D. 1871, the twenty-ninth day of December, A. D. 1871, the thirtieth day of March, A. D. 1872, and the second day of May, A. D. 1872.

First. In case the net income of the estates devised upon certain trusts to the trustees of my said will in clause "Third" thereof, as modified by clause "Fourth" of the sixth codicil thereto, shall not be sufficient to enable them to pay unto my son, CHARLES G. WAY, four thousand and five hundred dollars net in addition to the payment of the sums mentioned in said clause "Third" to any

wife of my said son and to EDWIN FOBES, the trustees of my said will and codicils shall retain out of the annuity of twelve thousand (12,000) dollars which they are directed to pay to my wife, SARAH ANN WAY, and pay unto my said son, so much in each year as may be necessary to make the sum paid to my said son in each year four thousand and five hundred (4,500) dollars; and I hereby modify the provisions of my said will and codicils so far as may be required to conform with the provisions of this clause.

See clauses 2 and 3 of will.

Second. If my son, CHARLES G. WAY, or the present wife of my said son, shall, under the provisions of clause "Second" of my said will, come into the possession of the estate therein devised to him or her, the trustees of my said will and codicils shall, out of the estate devised and bequeathed to them in clause "Ninth" of my said will, pay unto him or her, as the case may be, six thousand (6,000) dollars per annum, in quarterly payments, in addition to what they are to receive by the other provisions of my said will and codicils, while so in possession of said estate.

See will, clause 2.

Third. I hereby revoke and annul all the provisions of my said will and codicils and directions

to the trustees thereof in favor of any child or children of my son, CHARLES G. WAY. In case any child or children of my said son shall survive him and also my wife, the trustees of my said will and codicils shall, out of the estate devised and bequeathed to them in clause "Ninth" of my said will, pay unto such child or children fifty thousand (50,000) dollars.

Fourth. I hereby direct that the trustees of my said will and codicils shall, out of the estate devised and bequeathed to them in clause "Ninth" of my said will, keep fully insured the buildings upon the lands devised to my wife, my son, my son's wife and CARRIE M. FRENCH, and the lands devised to said trustees in clause "Third" of my said will, during the lives of my wife, son, son's wife and Carrie M. French, respectively; and in case any of them shall be destroyed, shall rebuild the same, or, in lieu thereof, make a satisfactory arrangement with the parties interested.

See clauses 2 and 3 of will; and codicil 2, clause 1.

Fifth. I hereby revoke and annul clause "Seventh" of my said will, and the devise therein to DELIA A. SHELDON and her children.

Sixth. I hereby devise all my interest in the real estate in Cambridge, now occupied by Anna Ferdinand, wife of Jasper F. Ferdinand, to the sole and separate use of the said ANNA FERDINAND, during her life, and upon her decease, then to the children of the said Anna.

Seventh. I hereby direct that the provisions of my said will and codicils in favor of CARRIE M. FRENCH shall take precedence of all others, except those in favor of my wife, son and son's wife; and I hereby devise the remainder, after the decease of CARRIE M. FRENCH, of the estate devised to her for life in clause "First" of the second codicil to my said will, unto any child or children of said Carrie M., by her husband, Walter H. French, or the husband of any after marriage, in fee.

Eighth. I hereby revoke and modify the provisions of clauses "Second" and "Third" of the sixth codicil to my said will (except so far as said clause "Third" relates to the provisions of section "10" of clause "Ninth" of my said will), to the extent following; that is to say: if the trustees of my said will and codicils shall find my estate more than sufficient to provide for the annuities and satisfy the legacy which they are bound to provide for

and satisfy under the provisions of my said will and codicils as the same now stand, they shall then pay the legacies and annuities the provisions for the payment of which were revoked in said clauses "Second" and "Third" of said sixth codicil, to the legatees and annuitants in the order of their relationship (as reckoned by the civil law) to me or my wife, relatives being paid in full, and others proportionately, if my estate is not sufficient to pay them in full.

Ninth. I hereby ratify and confirm my said last will and testament and the said first, second, third, fourth, fifth and sixth codicils thereto in all respects save as the same may be changed by this instrument.

Tenth. I hereby confirm the appointment of WILLIAM A. RICHARDSON, ASA P. POTTER, CHARLES G. WAY and ELLIS W. MORTON, to be executors and trustees of my said will and codicils, under all the provisions of the same.

In testimony whereof, I hereunto set my hand and seal, and declare this to be the seventh codicil to my last will and testament, in the presence of the witnesses following, this

seventh day of May, in the year of our Lord one thousand eight hundred and seventy-two (1872).

SAM'L A. WAY. [SEAL.]

Signed, sealed, published and declared by the said Samuel A. Way, as and for the seventh codicil to his last will and testament, in the presence of us, who, in his presence, and in the presence of each other and at his request, have subscribed our names as witnesses hereto, the words "four thousand and five hundred dollars net" being inserted in line six of clause "First" before the execution of the foregoing instrument by the said Way, and also the words "any surviving" being stricken out and the words "the present" being inserted in lines two and one, in clause "Second," before said execution by said Way.

EDGAR M. BIXBY.
W. W. McNAUGHT.
S. C. CURTIS.

Commonwealth of Massachusetts.

[U. S. stamps, $500.]

SUFFOLK, SS.

At a Probate Court holden at Boston, in and for said County of Suffolk, on the twenty-fourth day of June, in the year of our Lord one thousand eight hundred and seventy-two,—

ON the petition of WILLIAM A. RICHARDSON, of Cambridge, in the County of Middlesex, and ELLIS W. MORTON, ASA P. POTTER and CHARLES G. WAY, of said Boston, praying that the instruments therewith presented, purporting to be the last will and testament, and seven codicils, of SAMUEL A. WAY, late of said Boston, deceased, may be proved and allowed, and letters testamentary issued to them, the Executors therein named, without giving a surety or sureties on their official bonds; and the heirs-at-law, next of kin, and all other persons interested, having been duly notified according to the order of Court, to appear and show cause, if any they have, against the same: and no party objecting thereto, and it appearing that said instruments are the last will and testament of said deceased, and were legally executed, and that said testator was at the times of making the same of full age and sound mind, and that said petitioners are competent persons to be appointed to said trust:

It is therefore DECREED that said instruments be proved, approved and allowed as the last will and testament of said deceased, and letters testamentary be issued to said petitioners, they first giving bonds without sureties for the due performance of said trust.

GEO. F. CHOATE,
Acting Judge of Probate Court.

Commonwealth of Massachusetts.

SUFFOLK, SS. PROBATE COURT.

To WILLIAM A. RICHARDSON, of Cambridge, in the County of Middlesex, and ELLIS W. MORTON, ASA P. POTTER, [SEAL.] and CHARLES G. WAY, of Boston, in said County of Suffolk, Greeting:

TRUSTING in your care and fidelity, I, acting for ISAAC AMES, Esquire, Judge of the Probate Court in and for said County of Suffolk, by virtue of the power and authority vested in me, do hereby appoint you to be Executors of the last will and testament of SAMUEL A. WAY, late of said Boston, deceased, testate, which said will was proved and allowed on the twenty-fourth day of June, A. D. 1872, by said Court, and is now of record in this Court;

And you are ordered to make and return into said Probate Court, within three months from the date hereof, a true inventory of all the real estate and all the goods, chattels, rights and credits of said testator which are by law to be administered, and which shall have come to your possession or knowledge;

To administer according to law and the will of the testator all his goods, chattels, rights and credits, and the proceeds of all his real estate that may be sold for the payment of his debts or legacies which come to your possession, or that of any other person for you;

To render, upon oath, a just and true account of your administration within one year from the date hereof, and at any other times when required by said Court;

And also, within three months, to cause notice of your appointment to be published three successive weeks in the Boston Daily Advertiser, a newspaper printed at said Boston, and within one year return your affidavit of having given such notice, with a copy thereof, to the Probate Office.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of said Court to be affixed, at Boston, this twenty-fourth day of June, in the year of our Lord one thousand eight hundred and seventy-two.

GEO. F. CHOATE,
Acting Judge of Probate Court.

Countersigned.

P. R. GUINEY, *Register.*

Commonwealth of Massachusetts.

SUFFOLK, SS. PROBATE COURT.

To WILLIAM A. RICHARDSON, of Cambridge, in the County of Middlesex, and ASA P. POTTER, CHARLES G. WAY [SEAL.] and ELLIS W. MORTON, all of Boston, in said County of Suffolk, Greeting:

TRUSTING in your care and fidelity, I, acting for ISAAC AMES, Esquire, Judge of the Probate Court in and for said County of Suffolk, by virtue of the power and authority vested in me, do hereby appoint you to be Trustees of the estate given in trust under the will of SAMUEL A. WAY, late of said Boston, deceased, testate, for the benefit of persons therein named and for certain charities therein expressed, which said will was duly proved and allowed on the twenty-fourth day of June, A. D. 1872, by said Court, and is now of record in this Court;

And you are ordered to make and return into said Probate Court, a true inventory of all the real estate, goods, chattels, rights and credits belonging to you as such Trustees, and which shall come to your possession or knowledge, within three months from the date hereof;

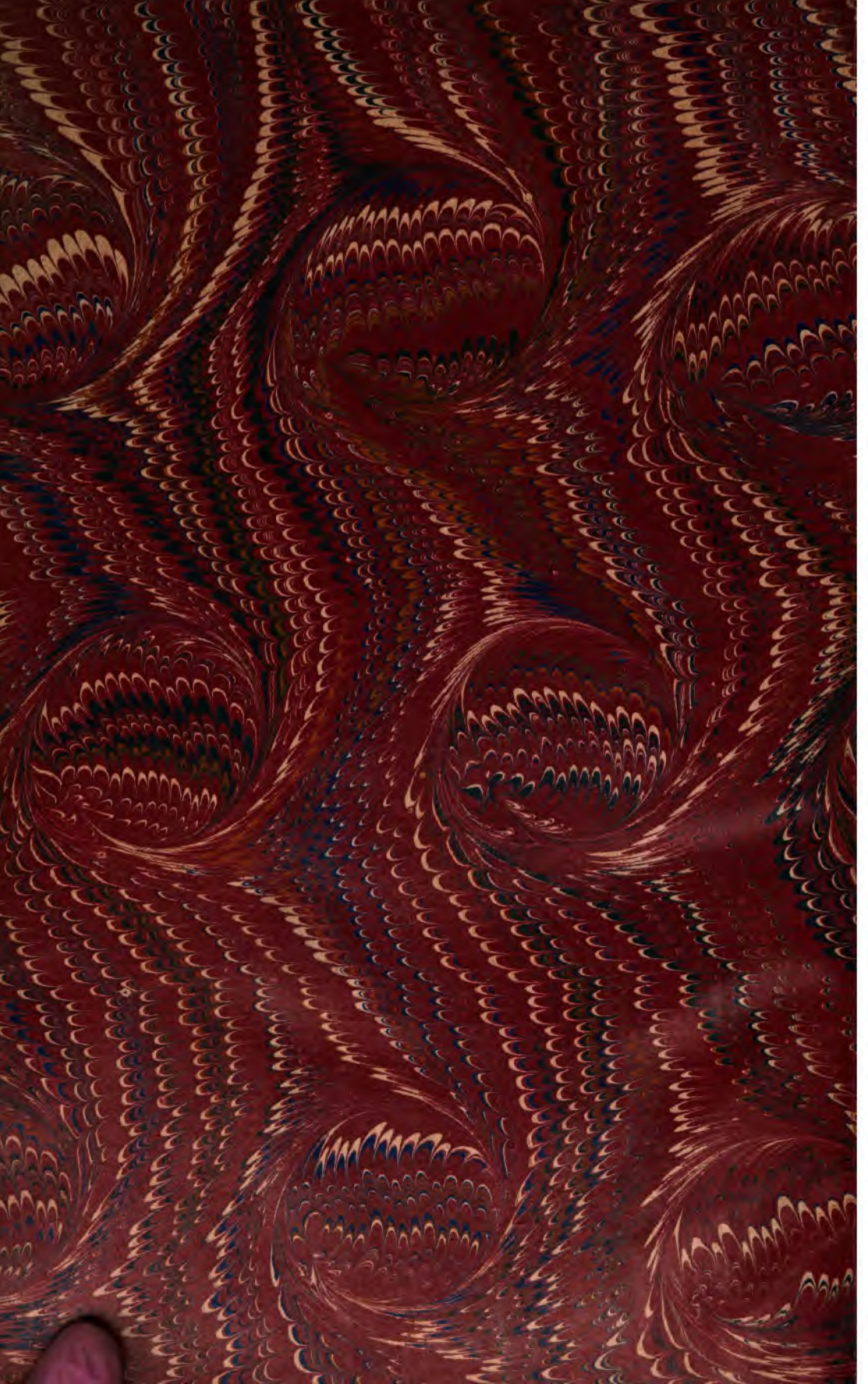
To dispose of and manage all such estate and effects, and faithfully discharge your trust in relation thereto, according to law and the will of said testator;

To render an account, on oath, of the property in your hands, and of the management and disposition thereof, within one year from the date hereof, and at any other times when required by said Court; and

At the expiration of your trust, to settle your accounts in said Court, and pay over and deliver all the estate and effects remaining in your hands, or due from you on such settlement, to the person or persons entitled thereto, according to law and the will of said testator.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the seal of said Court to be affixed, at Boston, this twenty-fourth day of June, in the year of our Lord one thousand eight hundred and seventy-two.

GEO. F. CHOATE,
Acting Judge of Probate Court.

Countersigned.

P. R. GUINEY, *Register.*